


INVITATION TO BID STATE OF LOUISIANA LA DEPT OF PUBLIC SAFETY & CORRECT HQ-PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">DEC 09, 2009 02:00 PM</div>
=====> VENDOR NO. : SOLICITATION : 2237555 FILE NO. : OPENING DATE : 12/09/09 <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 10px;"></div>		PURCHASING AGENCY NO. : 400PUR SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">02:00 PM</div> <div style="display: flex; justify-content: space-between;"> 2237555 12/09/09 </div> HQ-PURCHASING PURCHASING/CORRECTIONS SERVICES P.O. BOX 94304 504 MAYFLOWER STREET BATON ROUGE, LA 70804-9304 BUYER : LYNN GODWIN, CPPB BUYER PHONE : (225) 342-6592 DATE ISSUED : 11/13/09 REQ. AGENCY : 400000 FOLD HERE--> <div style="text-align: center;">HEADQUARTERS</div> AGENCY REQ. NO. : DOC-CC009B ISIS REQ. NO. : 1329116 VENDOR PHONE : FISCAL YEAR : 10 CLASS/SUBCLASS : 39363 SCHEDULED BEGIN DATE : 00/00/00 SCHEDULED END DATE : 00/00/00 T-NUMBER :
<div style="border: 1px solid black; width: 300px; height: 80px; margin: 0 auto;"></div> <p style="font-weight: bold; font-size: 1.1em;">FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.</p>		

CHRISTMAS CANTEEN 2009-SUPPLEMENTAL BID
STATEWIDE DELIVERY

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 005DAYS ARO
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 2
<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none">A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;B. BID FILLED OUT IN PENCIL; ANDC. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS. <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 3
<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 4

1

SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

2

COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

3

CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

4

CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

5

**** ALL LINES BID MUST HAVE A BRAND SPECIFIED. ****

6

SPECIFY THE CASE COUNT AND SIZES ON EACH ITEM BID. IF THE CASE COUNT AND SIZES QUOTED ARE THE SAME AS THE DESCRIPTION ON THIS SOLICITATION, CONFIRM THIS INFORMATION FOR EACH ITEM BY FILLING IN THE BLANKS IN THE DESCRIPTION COLUMN.

7

PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 5

PREFERENCE NOT TO EXCEED TEN PERCENT (10%) MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY (SEVEN PERCENT (7%) IF MEAT, CATFISH, PRODUCE, EGGS, OR CRAWFISH FURTHER PROCESSED).

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY APPLICABLE PREFERENCE PERCENTAGES AND LINE NUMBERS AND GIVE LOCATION WITHIN LOUISIANA WHERE PRODUCT IS MANUFACTURED, PRODUCED, GROWN, ASSEMBLED, OR FURTHER PROCESSED.

7% / LINE NOS: _____ LOCATION: _____

10% / LINE NOS: _____ LOCATION: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

8 DELIVERY AND INVOICING INFORMATION:

LOUISIANA STATE PENITENTIARY
 GENERAL DELIVERY
 ANGOLA, LA 70712

ELAYN HUNT CORRECTIONAL CENTER
 6925 HIGHWAY 74
 ST. GABRIEL, LA 70776

DIXON CORRECTIONAL CENTER
 P. O. BOX 788
 5568 HIGHWAY 68
 JACKSON, LA 70748

AVOYELLES CORRECTIONAL CENTER
 1630 PRISON ROAD
 COTTONPORT, LA 71327

RAYBURN CORRECTIONAL CENTER
 27268 HIGHWAY 21
 ANGIE, LA 70426

C. PAUL PHELPS CORRECTIONAL CENTER

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 T-NUMBER :		BIDDER:	PAGE 6
<div><div></div><div><p>P. O. BOX 1056 14925 HIGHWAY 27 DEQUINCY, LA 70633</p><p>DAVID WADE CORRECTIONAL CENTER 670 BELL HILL ROAD HOMER, LA 71040</p><p>J. LEVY DABADIE CORRECTIONAL CENTER 1453 15TH STREET PINEVILLE, LA 71360</p><p>LOUISIANA CORRECTIONAL INSTITUTE FOR WOMEN P. O. BOX 26 7405 HIGHWAY 74 ST. GABRIEL, LA 70776</p><p>FORCHT WADE CORRECTIONAL CENTER 7990 CADDO DRIVE KEITHVILLE, LA 71460</p></div></div> <div><div>9</div><div>IF THE VENDOR FAILS TO MAKE DELIVERY OR COMPLETE THE SERVICE WITHIN THE TIME SPECIFIED ON THIS PURCHASE ORDER, OR IF THE DELIVERY/SERVICE IS LATE OR UNSATISFACTORY, THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS RESERVES THE RIGHT TO CANCEL AND PURCHASE ELSEWHERE, CHARGING ANY INCREASE IN PRICE TO THE VENDOR ON THE ORIGINAL PURCHASE ORDER.</div></div> <div><div>10</div><div>=====</div><div>THESE ITEMS ARE FOR CANTEEN RESALE. ONLY NAME BRANDS AND PACKAGING AS SPECIFIED WILL BE ACCEPTED. NO BID WILL BE CONSIDERED WHERE BID IS FOR OTHER THAN BRAND NAME SPECIFIED OR DIFFERENT PACKAGING. BIDS MUST BE QUOTED IN QUANTITY AND UNIT SPECIFIED. (LA R.S. 39:1651-1657)</div><div>=====</div></div> <div><div>11</div><div>PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C. 34: I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT A SELF-ADDRESSED STAMPED ENVELOPE OR EMAIL ADDRESS REQUESTING THIS INFORMATION.</div><div>VENDORS MAY ALSO VIEW INFORMATION ONLINE AT:</div><div>HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP</div></div> <div><div>12</div><div>RETURNS:</div></div>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 7

UNSOLD, NON PERISHABLE GOODS WHICH ARE NOT OUT OF DATE AND ARE IN THEIR ORIGINAL CONTAINER WILL BE RETURNED FOR FULL CREDIT. ITEMS MUST BE RETURNED NO LATER THAN FEBRUARY 15, 2010.

U.S. FOOD AND DRUG ADMINISTRATION'S CENTER FOR FOOD SAFETY AND APPLIED NUTRITION, IN ITS "FOOD SAFETY A TO Z" REFERENCE GUIDE, DEFINES PERISHABLE AS: FOOD THAT IS SUBJECT TO DECAY, SPOILAGE, OR BACTERIA UNLESS IT IS PROPERLY REFRIGERATED OR FROZEN. IT CONTINUES TO SAY THAT PERISHABLE FOODS CAN SPOIL QUICKLY AND BECOME UNSAFE TO EAT IF THEY ARE NOT PROPERLY STORED.

THE FDA'S ADMINISTRATIVE DETENTION REGULATIONS DEFINE PERISHABLE FOODS AS THOSE FOODS THAT ARE NOT HEAT-TREATED, NOT FROZEN, AND NOT OTHERWISE PRESERVED IN A MANNER TO PREVENT THE QUALITY OF THE FOOD FROM BEING ADVERSELY AFFECTED, IF HELD LONGER THAN SEVEN CALENDAR DAYS UNDER NORMAL SHIPPING AND STORAGE CONDITIONS.

THE ABOVE DEFINITIONS/INFORMATION REGARDING PERISHABLE ITEMS IS HEREBY ESTABLISHED AS THE GUIDELINE AND AUTHORITATIVE SOURCE FOR DETERMINING IF AN ITEM IS PERISHABLE.

13

FOR ALL CHEESE / DAIRY PRODUCTS:
 ALL PRODUCTS MUST CONFORM TO U.S. AND LOUISIANA STATE PUBLIC HEALTH LAWS AND DAIRY STABILIZATION BOARD REGULATIONS AS TO GRADE, PERCENT OF BUTTERFAT, TOTAL MILK SOLIDS, MAXIMUM BACTERIA COUNT, PROCESSING AND INSPECTION. ALL PROPOSALS MUST COMPLY WITH ALL PROVISIONS OF SAID LAW AND REGULATIONS.

14

BIDDERS ARE REQUESTED TO BID PACKAGING AND PORTION SIZES AS SPECIFIED. HOWEVER, IF ALTERNATES TO THE PACKAGING OR PORTION SIZES ARE PROPOSED, THEY SHOULD BE AS CLOSE AS POSSIBLE TO THOSE SPECIFIED. UNLESS REQUESTED OR OTHERWISE SPECIFIED, BULK PACKAGING IS NOT ACCEPTABLE. QUANTITIES PER PACKAGE WHICH ARE GREATER THAN SPECIFIED MAY BE CONSIDERED BULK PACKAGING AND MAY BE CAUSE FOR REJECTION.

THE DEPARTMENT OF CORRECTIONS RESERVES THE RIGHT TO ACCEPT OR REJECT ALTERNATE PACKAGING OR PORTION SIZES BASED ON FACTORS INCLUDING, BUT NOT LIMITED TO, STORAGE LIMITATIONS AT THE FACILITY; PRODUCT SHELF LIFE, DIETARY REQUIREMENTS ON PORTIONS, ETC.; DELIVERY SCHEDULES SPECIFIED; DISTRIBUTION REQUIREMENTS; INTERNAL/EXTERNAL PACKAGING SPECIFICATIONS; AND CANTEEN RESALE CONSIDERATIONS.

15

PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).

16

PACKAGING: UNLESS OTHERWISE SPECIFIED, THE COMMODITIES SHALL BE PACKED IN SUBSTANTIAL COMMERCIAL CONTAINERS OF THE TYPE, SIZE AND KIND COMMONLY USED FOR THE PURPOSE, SO CONSTRUCTED AS TO INSURE ACCEPTANCE

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2237555 OPEN DATE: 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:	PAGE 8
<p>AND SAFE DELIVERY AS CALLED FOR IN THIS CONTRACT.</p> <p>17 PACKAGE MARKINGS: PACKAGES MUST BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTION, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.</p> <p>18 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE AND TERMS STATED IN THE BID.</p> <p>19 ALL ITEMS FURNISHED UNDER THIS CONTRACT MUST BE IN COMPLIANCE WITH USDA (UNITED STATES DEPT. OF AGRICULTURE) AND FDA (FOOD AND DRUG ADMINISTRATION) REQUIREMENTS AND LAWS INCLUDING LABELING REQUIREMENTS.</p> <p>20 TIMELY DELIVERY OF ALL ORDERS IS IMPERATIVE. IF A VENDOR CANNOT MEET ANY DELIVERY, IT IS THE VENDOR'S RESPONSIBILITY TO CONTACT THE DIETARY DEPARTMENT OF THE ORDERING AGENCY AND SECURE A MUTUALLY AGREEABLE EXTENSION. FAILURE TO DELIVER AS PROMISED WILL BE CONSIDERED A DEFAULT BY THE VENDOR.</p> <p>IN THE EVENT AN EXTENSION CANNOT BE AGREED UPON, THE ORDER MAY BE CANCELLED. ADDITIONALLY, PER TERMS OF THE CONTRACT, DEFAULTING VENDOR MAY BE SURCHARGED ANY INCREASED COST RESULTING FROM FAILURE TO DELIVER.</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237555 OPEN DATE : 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:			PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00001	<p>UNLESS SPECIFIED ELSEWHERE SHIP TO: HEADQUARTERS CORRECTIONS SERVICES ***** ***** , LA 70804</p> <p>COMMODITY CODE: 393-10-000000</p> <p>TO ESTABLISH A CONTRACT TO PROVIDE THE FOLLOWING ITEMS FOR CHRISTMAS CANTEEN RESALE DURING THE CONTRACT PERIOD OF:</p> <p>DATE OF AWARD THRU FEBRUARY 15, 2010</p> <p>DELIVERY:</p> <p>ITEMS ARE FOR STATEWIDE DELIVERY TO CORRECTIONAL FACILITIES. SEE LIST OF INSTITUTIONS AND THEIR ADDRESSES IN THE SPECIAL TERMS AND CONDITIONS SECTION OF THIS SOLICITATION.</p> <p>ITEMS ARE TO BE CALLED FOR AS NEEDED AND DELIVERY IS TO BE MADE WITHIN 5-7 DAYS AFTER NOTIFICATION BY THE AGENCY.</p> <p>* THESE ITEMS ARE FOR CANTEEN RE-SALE. WHERE BRAND NAMES ARE LISTED, ONLY THOSE BRANDS AND PACKAGING AS SPECIFIED WILL BE ACCEPTED.</p> <p>RETURNS:</p> <p>DEPARTMENT OF CORRECTIONS RESERVES THE RIGHT TO RETURN UNSOLD, NON-PERISHABLE GOODS THAT ARE NOT OUT-OF-DATE AND ARE IN THEIR ORIGINAL CONTAINERS, FOR A FULL CREDIT. ITEMS ARE TO BE RETURNED NO LATER THAN FEBRUARY 15, 2009.</p> <p>THE U.S. FOOD AND DRUG ADMINISTRATION'S CENTER FOR FOOD SAFETY AND APPLIED NUTRITION, IN ITS "FOOD SAFETY A TO Z REFERENCE GUIDE", DEFINES PERISHABLE AS: FOOD THAT IS SUBJECT TO DECAY, SPOILAGE, OR BACTERIA, UNLESS IT IS PROPERLY REFRIGERATED OR FROZEN. IT CONTINUES TO SAY THAT PERISHABLE FOODS</p>	400	CASE		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237555 OPEN DATE : 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:			PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	CAN SPOIL QUICKLY AND BECOME UNSAFE TO EAT IF THEY ARE NOT PROPERLY STORED. THE FDA'S ADMINISTRATIVE DETENTION REGULATIONS DEFINE PERISHABLE FOODS AS THOSE FOODS THAT ARE NOT HEAT-TREATED, NOT FROZEN, AND NOT OTHERWISE PRESERVED IN A MANNER TO PREVENT THE QUALITY OF THE FOOD FROM BEING ADVERSELY AFFECTED, IF HELD LONGER THAN SEVEN CALENDAR DAYS UNDER NORMAL SHIPPING AND STORAGE CONDITIONS. THE ABOVE DEFINITION/INFORMATION REGARDING PERISHABLE ITEMS IS HEREBY ESTABLISHED AS THE GUIDELINE AND AUTHORITATIVE SOURCE FOR DETERMINING IF AN ITEM IS PERISHABLE. ===== PRINGLES BRAND POTATO CHIPS: REGULAR FLAVOR 6.42 OZ/CAN, 14 CANS/CASE BRAND BID: _____ SPECIFY PKG: _____ OZ/CAN _____ CANS/CASE				
00002	COMMODITY CODE: 393-10-000000 PRINGLES BRAND POTATO CHIPS: SOUR CREAM & ONION FLAVOR 6.38 OZ/CAN, 14 CANS/CASE BRAND BID: _____ SPECIFY PKG: _____ OZ/CAN _____ CANS/CASE	530	CASE	_____	_____
00003	COMMODITY CODE: 393-10-000000	685	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237555 OPEN DATE : 12/09/09 TIME: 02:00 PM T-NUMBER :		BIDDER:			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	PRINGLES BRAND POTATO CHIPS: MESQUITE BBQ FLAVOR 6.38 OZ/CAN, 14 CANS/CASE BRAND BID: _____ SPECIFY PKG: _____ OZ/CAN _____ CANS/CASE				
00004	COMMODITY CODE: 390-07-000000 CHEESE FESTIVAL CHEESE BAR, OR EQUAL: JALAPENO JACK FLAVOR APPROX 4 OZ/BAR, 48 BARS/CASE BRAND BID: _____ SPECIFY PKG: _____ OZ/BAR _____ BARS/CASE	186	CASE	_____	_____
00005	COMMODITY CODE: 390-07-000000 CHEESE FESTIVAL CHEESE BAR, OR EQUAL: PROVOLONE FLAVOR APPROX 4 OZ/BAR, 48 BARS/CASE BRAND BID: _____ SPECIFY PKG: _____ OZ/BAR _____ BARS/CASE	50	CASE	_____	_____
00006	COMMODITY CODE: 393-69-000000 TEXAS TITOS JUMBO WHOLE DILL PICKLE: IN POUCH, NO LIQUID VINEGAR 6 OZ/POUCH, 48 POUCHES/CASE BRAND BID: _____	150	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2237555 OPEN DATE : 12/09/09 T-NUMBER :		BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY PKG: _____ OZ/POUCH _____ _____ POUCHES/CASE				